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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
NEW ENGLAND MOTOR FREIGHT, INC., et. al.¹
Debtors.

Chapter 11
Case No. 19-12809-JKS

**CERTIFICATION OF MATTHEW S. CROSBY, ESQ., IN
FURTHER SUPPORT OF CREDITORS' MOTION FOR AN
ORDER GRANTING RELIEF FROM THE AUTOMATIC
STAY**

MATTHEW S. CROSBY, ESQ., being of full age, hereby certifies as follows:

1. I am an attorney with Handler, Henning & Rosenberg, LLC, and represent Creditors Romulo Hernandez ("Mr. Hernandez") and Maria E. Hernandez ("Mrs. Hernandez") (collectively, the "Creditors") in the underlying litigation pending in the Court of Common Pleas of York County, Pennsylvania.
2. As such, I am fully familiar with the facts and circumstances set forth herein.
3. I submit this certification in further support of *Creditors' Motion for an Order Granting Relief from the Automatic Stay* (the "Motion").

¹ The Debtors in these Chapter 11 cases and the last four digits of each Debtor's taxpayer identification number as follows: New England Motor Freight, Inc. (7697); Eastern Freight Ways, Inc. (3461); NEMF World Transport, Inc. (2777); Apex Logistics, Inc. (5347); Jans Leasing Corp. (9009); Carrier Industries, Inc. (9223); Myar, LLC (4357); MyJon, LLC (7305); Hollywood Avenue Solar, LLC (2206); United Express Solar, LLC (1126); and NEMF Logistics, LLC (4666).

4. On March 21, 2008, at approximately 12:45 p.m., Creditors were passengers in a 2005 Mercury Mountaineer (the “Vehicle”) driven by their daughter Cindy Hernandez (the “Driver”), traveling southbound in the left lane on Interstate 85 in Spartanburg, South Carolina.

5. On March 21, 2008, at or about the same time, Jason Perkins (“Perkins”) was operating a tractor-trailer (the “Tractor-Trailer”), owned, operated, managed, leased and/or controlled by, amongst others, NEMF and EFW (collectively, the “Debtors”), travelling southbound in the right lane on Interstate 85 parallel to the Creditor’s vehicle.

6. At all relevant times hereto, Perkins was acting as the agent, servant, borrowed servant, workman and/or employee of NEMF.

7. Suddenly and without warning, Perkins began merging into the left lane and was negligent, careless, and reckless in his operation of the vehicle, including but not limited to, failing to keep alert and a reasonable lookout for vehicles so as to avoid a collision with the Vehicle.

8. Due to Perkins’ negligent maneuver into the left lane, the Driver attempted to avoid a collision, and as a result, lost control of the vehicle, struck the Tractor Trailer, and began rolling before leaving the roadway (the “Collision”).

9. Due to the Collision, Mr. Hernandez was ejected from the Vehicle resulting in catastrophic injuries.

10. Due to the Collision, Mrs. Hernandez sustained injuries as she remained in the Vehicle as it rolled. Attached hereto as Exhibit A is a true and accurate copy of the Police Report from the collision.

11. On June 2, 2010, Creditors filed an action in Pennsylvania court against the Debtors for respondent superior/negligence and loss of consortium. Attached hereto as **Exhibit B** is a true and accurate copy of the Complaint.

12. Creditors are married and therefore each hold a spousal claim for loss of consortium.

13. NEMF's Self Insured Retention ("SIR") obligation of \$500,000 was exhausted when they resolved the cases of the three minor grandkids. Once that was exhausted the Traveler's policy of \$5 million kicked in. Essentially, the deductible was reached with the kids' settlements and now we are into the liability insurance policy.

14. On May 21, 2019, the Creditors attended a mediation with the defendants in the Pennsylvania Action. Counsel for defendants, Jason Joseph Perkins, New England Motor Freight, Inc. and Cindy Hernandez, executed a Memorandum of Settlement (the "Settlement"). A copy of the Settlement is attached as **Exhibit C**. Creditors did not file a proof of claim as they understood the matter to be settled. To date, Kevin Canavan, Esq., counsel for NEMF, has not provided Creditors' counsel with Settlement Release Agreements to finalize settlements.

Pursuant to 11 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 7, 2022

/s/ Matthew S. Crosby
MATTHEW S. CROSBY

EXHIBIT A

ORIGINAL

D.P.S. USE ONLY

08031808

**SOUTH CAROLINA
TRAFFIC COLLISION REPORT FORM**

1 Rev. 01/2001

**Amended - Attachment
of Original Report**

May Notices

Arrived

Date	Time	County	1-Interstate 2-US Primary 3-SC Primary	4- Secondary 5- County 6- SC Primary	Collision Location (Rt. # / Name)	1-Main 2-Alternate 5-Spur	3-Connection 7-Business 8-Other	Mile:	Dir.	4- Near City or Town of:
1/3-2-2008	1245	42		5 85				4.0	N/E S/W	Spurtnburg
Lane # / Dir.		Distance Offset	Direction	1-Interstate 2-US Primary 3-SC Primary	4- Secondary 5- County 6- Other	Base Intersection (Rt. # / Name)	1-Main 2-Alternate 5-Spur	3-Connection 7-Business 8-Other	AIRU code	MP/Grid
2 16 N E SW		Miles Feel	(W) E S/W	2 16 N E SW	2 16 N E SW	2 16				
R.R. Id.	From	Ramp Only	To	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Second Intersection (Rt. # / Name)	1-Main 2-Alternate 5-Spur	3-Connection 7-Business 8-Other	Latitude	34° 58' 43.0"
N/A	N E	1 - Entrance	N E	2 16 N E SW	2 16 N E SW	129			Longitude	82° 00' 37.0"
X-812377 Driver/Pedestrian's Full Name					X-812378 Driver/Pedestrian's Full Name					
Unit #	Sex	Race	Street							
1	H		108 Kings Arms AT							
Birth Date	City, State, & Zip									
05-04-1985	Waterford York Pa 17402									
State	Driver's License #		Insurance Company:		State		Driver's License #		Insurance Company:	
Pa	37556 176		State Farm		Pa		25 1G 929		Discover Property Casuallty	
Year	Body	Vehicle Make	VIN #							
03	S	Mer	1M2ZU86W53U500153							
State	Year	License Plate #	Owner's D.L. #							
Pa	08	DHE9962	N/A							
Home Telephone	Owner's Full Name									
(777)542-7104	Romulo A Hernandez									
Bus. Telephone	Street									
() N/A	108 Kings Arms AT									
Contributed To Collision	City, State, & Zip									
Yes	Waterford York Pa 17402									
No										
Estimated Speed	C.D.L. Req: Yes (No)	T/B S Req: Yes (No)	Alc/Drg Info (see back): Yes (No)							
Speed Limit	Summons #	Code Summoned	Code Towed By							
70	65	Dog 91321	N/A							
X-812379	Driver/Pedestrian's Full Name									
Unit #	Sex	Race	Street							
h										
Birth Date	City, State, & Zip									
State	Driver's License #		Insurance Company:							
Year	Body	Vehicle Make	VIN #							
Dir. of Travel:	Unit 1: N (S) E W	Unit 2: N (S) E W	Unit 3: N S E W							
<p style="text-align: center;">Unit 1 Dam. Unit 2 Dam. Unit 3 Dam. Prop. Dam. 1 Prop. Dam. 2</p> <table border="1"> <tr> <td>\$ 12000</td> <td>\$ 1000</td> <td>\$ N/A</td> <td>\$ N/A</td> <td>\$ N/A</td> </tr> </table> <p style="text-align: center;">Property Owner/Witness Property Owner/Witness</p> <p>Sultan Junee</p> <p>Address: 2045 Beech Mtn ST</p> <p>State: NC Zip: 28075 Phone: (909)213-7763</p> <p>Photo: Describe what happened (Refer to Units by Number)</p> <p><input checked="" type="checkbox"/> N Unit 1 and unit 2 were south bound on I-85. Unit 1 lost control of fit vehicle hitting unit 2 and then overturned. See back of page 2 for unit info</p> <p style="text-align: right;">MAR 27 2008</p>					\$ 12000	\$ 1000	\$ N/A	\$ N/A	\$ N/A	
\$ 12000	\$ 1000	\$ N/A	\$ N/A	\$ N/A						

NOTICE: THE TR-30 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS NOT A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION AND BELIEF COVERING THE COLLISION, BUT NO WARRANT IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

Investigating Officer's Name: Owens R.L. Book # Tip 701 Badge # A103 Date 03-24-2002 Reviewer's Name: Castor J.S. Reviewer's Initials: SJ Internal Agency Code: 02199

Unit	Date of Birth	Sex	Race	INJ	Seat R/SD	A- Elect	LAI	Tran	Name	Street A- 638	Zip Code
1	05-31-1925	F	11	2	31	13	1	3	Gwendolyn T. Hernandez	100 Kings Ave AT Waterford	17402
1	08-28-1957	F	4	2	53	13	1	7	Marien Hernandez	100 Kings Ave AT Waterford	17402
1	12-06-1953	M	14	2	34	13	1	7	Romulo Hernandez	100 Kings Ave AT Waterford	17402
1	1-3-2006	M	14	2	86	21	3	1	Dante Guardado	100 Kings Ave AT Waterford	17402
1	6-6-2001	M	14	2	67	13	3	1	Nicholas Torres	100 Kings Ave AT Waterford	17402
1	11-4-2003	M	14	2	67	89	3	1	Natalie Torres	100 Kings Ave AT Waterford	17402
1	2-1-1998	M	14	3	08	13	3	1	Christian Torres	100 Kings Ave AT Waterford	17402
1	9-12-1994	M	14	3	07	13	3	1	Kevin Torres	100 Kings Ave AT Waterford	17402
Race	A - Asian/Pacific Islander	W - Caucasian	b) Injury Status	2- Non-Incapacitating	Seating Loc.	20- Pedestrian	80- Sleeper of Cab	Restraint/Safety Device			
B - African American	H - Hispanic	C - Other	D - Not Injured	3- Incapacitating	21- Train Unit	70- Riding on Unit Exterior	00- None Used				
C - Alaskan Native or American Indian	U - Unk.	E - Possible	F - Fatal	22- Bus or Van (4th row or Higher)	80- Lap	21- Child Safety Seal					
Air Bag Deployment / Switch	Ejection	b) Motorcycle Only	Motorcycle Only	23- Other Enclosed Area (nontrailing)	50- Other Lap/Shoulder (Nontrailing)	11- Shoulder Belt Only					
1-Deployed Front 4-Not Deployed	1- Not Ejected	Head Injury: 1-Yes	2-No	51- Other Unenclosed Area (nontrailing)	59-unk/NA	12- Lap Belt Only					
2-Deployed Side 7-Not Applicable	2- Part. Ejected	Location After Impact	3- Fired (non-mech.)	b) Transported to Medical Facility	50- Other Enclosed Area (nontrailing)	88- Other					
3-Deployed Both 9-Deployment Unit	3- Tot. Ejected	1- Not Trapped	4- Not Applicable	1- Yes	51- Other (Wall, Building, Tunnel, Etc.)	13- Shoulder & Lap Belt					
4- Switch in On Position 3- No Switch	7- Not App.	2- Extricated (Mechanical Means)	5- Unknown	2- No	52- Helmet	51- Reflective Clothing					
5- Switch in Off Position 8- Unknown	8- unk.			3- Unknown	53- EMS	41- Protective Pads					
Sequence of Events											
Non-Collision	04- Equipment Failure	Collision Not Fired	27- Pedestrian	Collision Fired Object	47- Embankment	55- Mail Box	88- Other				
01- Cargo/Equip Loss or Shift	05- Fire/Explosion	20- Animal (Deer Only)	28- Railroad Veh.	48- Equipment	56- Median Barrier	89- Unit.					
02- Cross Median/Center Line	06- Immersion	21- Animal (All Other)	29- Work Zone Maint. Equip.	49- Fence	57- Overhead Sign Support						
03- Downhill Runaway	07- Jackknife	22- Motor Veh. (in Transport)	50- Bridge Parapet End	50- Guardrail End	58- Other (Post, Pole, Support, Etc.)						
Event 1	Event 2	Event 3	Event 4	Max Head 1 st Hump	10- Run off Road Left	51- Guardrail Face	59- Other (Wall, Building, Tunnel, Etc.)				
12	01	1	1	09	11- Run off Road Right	52- Highway Traffic Sign Post	60- Tree				
22	02	2	2	22	12- Separation of Units	53- Impact Attenuator/Cash Cushion	61- Utility Pole				
3	3	3	3	39	13- Split (one-wheeled Veh.)	54- Light/Luminaire Support	62- Work Zone Maint. Equipment				
4	5	5	5	59	14- Other Non-collision	55- Mail Box	88- Other				
5	6	6	6	26- Unit, Moveable Object	56- Median Barrier	89- Unit.					
6	7	7	7	27- Pedaloya	57- Overhead Sign Support						
7	8	8	8	28- Unit, Vehicle	58- Other (Post, Pole, Support, Etc.)						
8	9	9	9	29- Unit, Vehicle (Parked)	59- Other (Wall, Building, Tunnel, Etc.)						
9	10	10	10	30- Unit, Non-collision	60- Tree						
10	11	11	11	31- Vehicle	61- Utility Pole						
11	12	12	12	32- Unit, Vehicle (Parked)	62- Work Zone Maint. Equipment						
12	13	13	13	33- Unit, Vehicle	63- Mail Box	88- Other					
13	14	14	14	34- Unit, Vehicle	64- Median Barrier	89- Unit.					
14	15	15	15	35- Unit, Vehicle	65- Overhead Sign Support						
15	16	16	16	36- Unit, Vehicle	66- Other (Post, Pole, Support, Etc.)						
16	17	17	17	37- Unit, Vehicle	67- Other (Wall, Building, Tunnel, Etc.)						
17	18	18	18	38- Unit, Vehicle	68- Tree						
18	19	19	19	39- Unit, Vehicle	69- Utility Pole						
19	20	20	20	40- Unit, Vehicle	70- Work Zone Maint. Equipment						
20	21	21	21	41- Unit, Vehicle	71- Mail Box	88- Other					
21	22	22	22	42- Unit, Vehicle	72- Median Barrier	89- Unit.					
22	23	23	23	43- Unit, Vehicle	73- Overhead Sign Support						
23	24	24	24	44- Unit, Vehicle	74- Other (Post, Pole, Support, Etc.)						
24	25	25	25	45- Unit, Vehicle	75- Other (Wall, Building, Tunnel, Etc.)						
25	26	26	26	46- Unit, Vehicle	76- Tree						
26	27	27	27	47- Unit, Vehicle	77- Utility Pole						
27	28	28	28	48- Unit, Vehicle	78- Work Zone Maint. Equipment						
28	29	29	29	49- Unit, Vehicle	79- Mail Box	88- Other					
29	30	30	30	50- Unit, Vehicle	80- Median Barrier	89- Unit.					
30	31	31	31	51- Unit, Vehicle	81- Overhead Sign Support						
31	32	32	32	52- Unit, Vehicle	82- Other (Post, Pole, Support, Etc.)						
32	33	33	33	53- Unit, Vehicle	83- Other (Wall, Building, Tunnel, Etc.)						
33	34	34	34	54- Unit, Vehicle	84- Tree						
34	35	35	35	55- Unit, Vehicle	85- Utility Pole						
35	36	36	36	56- Unit, Vehicle	86- Work Zone Maint. Equipment						
36	37	37	37	57- Unit, Vehicle	87- Mail Box	88- Other					
37	38	38	38	58- Unit, Vehicle	88- Median Barrier	89- Unit.					
38	39	39	39	59- Unit, Vehicle	89- Overhead Sign Support						
39	40	40	40	60- Unit, Vehicle	90- Other (Post, Pole, Support, Etc.)						
40	41	41	41	61- Unit, Vehicle	91- Other (Wall, Building, Tunnel, Etc.)						
41	42	42	42	62- Unit, Vehicle	92- Tree						
42	43	43	43	63- Unit, Vehicle	93- Utility Pole						
43	44	44	44	64- Unit, Vehicle	94- Work Zone Maint. Equipment						
44	45	45	45	65- Unit, Vehicle	95- Mail Box	88- Other					
45	46	46	46	66- Unit, Vehicle	96- Median Barrier	89- Unit.					
46	47	47	47	67- Unit, Vehicle	97- Overhead Sign Support						
47	48	48	48	68- Unit, Vehicle	98- Other (Post, Pole, Support, Etc.)						
48	49	49	49	69- Unit, Vehicle	99- Other (Wall, Building, Tunnel, Etc.)						
49	50	50	50	70- Unit, Vehicle	100- Tree						
50	51	51	51	71- Unit, Vehicle	101- Utility Pole						
51	52	52	52	72- Unit, Vehicle	102- Work Zone Maint. Equipment						
52	53	53	53	73- Unit, Vehicle	103- Mail Box	88- Other					
53	54	54	54	74- Unit, Vehicle	104- Median Barrier	89- Unit.					
54	55	55	55	75- Unit, Vehicle	105- Overhead Sign Support						
55	56	56	56	76- Unit, Vehicle	106- Other (Post, Pole, Support, Etc.)						
56	57	57	57	77- Unit, Vehicle	107- Other (Wall, Building, Tunnel, Etc.)						
57	58	58	58	78- Unit, Vehicle	108- Tree						
58	59	59	59	79- Unit, Vehicle	109- Utility Pole						
59	60	60	60	80- Unit, Vehicle	110- Work Zone Maint. Equipment						
60	61	61	61	81- Unit, Vehicle	111- Mail Box	88- Other					
61	62	62	62	82- Unit, Vehicle	112- Median Barrier	89- Unit.					
62	63	63	63	83- Unit, Vehicle	113- Overhead Sign Support						
63	64	64	64	84- Unit, Vehicle	114- Other (Post, Pole, Support, Etc.)						
64	65	65	65	85- Unit, Vehicle	115- Other (Wall, Building, Tunnel, Etc.)						
65	66	66	66	86- Unit, Vehicle	116- Tree						
66	67	67	67	87- Unit, Vehicle	117- Utility Pole						
67	68	68	68	88- Unit, Vehicle	118- Work Zone Maint. Equipment						
68	69	69	69	89- Unit, Vehicle	119- Mail Box	88- Other					
69	70	70	70	90- Unit, Vehicle	120- Median Barrier	89- Unit.					
70	71	71	71	91- Unit, Vehicle	121- Overhead Sign Support						
71	72	72	72	92- Unit, Vehicle	122- Other (Post, Pole, Support, Etc.)						
72	73	73	73	93- Unit, Vehicle	123- Other (Wall, Building, Tunnel, Etc.)						
73	74	74	74	94- Unit, Vehicle	124- Tree						
74	75	75	75	95- Unit, Vehicle	125- Utility Pole						
75	76	76	76	96- Unit, Vehicle	126- Work Zone Maint. Equipment						
76	77	77	77	97- Unit, Vehicle	127- Mail Box	88- Other					
77	78	78	78	98- Unit, Vehicle	128- Median Barrier	89- Unit.					
78	79	79	79	99- Unit, Vehicle	129- Overhead Sign Support						
79	80	80	80	100- Unit, Vehicle	130- Other (Post, Pole, Support, Etc.)						
80	81	81	81	101- Unit, Vehicle	131- Other (Wall, Building, Tunnel, Etc.)						
81	82	82	82	102- Unit, Vehicle	132- Tree						
82	83	83	83	103- Unit, Vehicle	133- Utility Pole						
83	84	84	84	104- Unit, Vehicle	134- Work Zone Maint. Equipment						
84	85	85	85	105- Unit, Vehicle	135- Mail Box	88- Other					
85	86	86	86	106- Unit, Vehicle	136- Median Barrier	89- Unit.					
86	87	87	87	107- Unit, Vehicle	137- Overhead Sign Support						
87	88	88	88	108- Unit, Vehicle	138- Other (Post, Pole, Support, Etc.)						
88	89	89	89	109- Unit, Vehicle	139- Other (Wall, Building, Tunnel, Etc.)						
89	90	90	90	110- Unit, Vehicle	140- Tree						
90	91	91	91	111- Unit, Vehicle	141- Utility Pole						
91	92	92	92	112- Unit, Vehicle	142- Work Zone Maint. Equipment						
92	93	93	93	113- Unit, Vehicle	143- Mail Box	88- Other					
93	94	94	94	114- Unit, Vehicle	144- Median Barrier	89- Unit.					
94	95	95	95	115- Unit, Vehicle	145- Overhead Sign Support						
95	96	96	96	116- Unit, Vehicle	146- Other (Post, Pole, Support, Etc.)						
96	97	97	97	117- Unit, Vehicle	147- Other (Wall, Building, Tunnel, Etc.)						
97	98	98	98	118- Unit, Vehicle	148- Tree						
98	99	99	99	119- Unit, Vehicle	149- Utility Pole						
99	100	100	100	120- Unit, Vehicle	150- Work Zone Maint. Equipment						
100	101	101	101	121- Unit, Vehicle	151- Mail Box	88- Other					
101	102	102	102	122- Unit, Vehicle	152- Median Barrier	89- Unit.					
102	103	103	103	123- Unit, Vehicle	153- Overhead Sign Support						
103	104	104	104	124- Unit, Vehicle	154- Other (Post, Pole, Support, Etc.)						
104	105	105	105	125- Unit, Vehicle	155- Other (Wall, Building, Tunnel, Etc.)						
105	106	106	106	126- Unit, Vehicle	156- Tree						
106	107	107	107	127- Unit, Vehicle	157- Utility Pole						
107	108	108	108	128- Unit, Vehicle	158- Work Zone Maint. Equipment						
108	109	109	109	129- Unit, Vehicle	159- Mail Box	88- Other					
109	110	110	110	130- Unit, Vehicle	160- Median Barrier	89- Unit.					
110	111	111	111	131- Unit, Vehicle	161- Overhead Sign Support						
111	112	112	112	132- Unit, Vehicle	162- Other (Post, Pole, Support, Etc.)						
112	113	113	113	133- Unit, Vehicle	163- Other (Wall, Building, Tunnel, Etc.)						
113	114	114	114	134- Unit, Vehicle	164- Tree						
114	115	115	115	135- Unit, Vehicle	165- Utility Pole						
115	116	116	116	136- Unit, Vehicle	166- Work Zone Maint. Equipment						
116	117	117	117	137- Unit, Vehicle	167- Mail Box	88- Other					
117	118	118	118	138- Unit, Vehicle	168- Median Barrier	89- Unit.					
118	119	119	119	139- Unit, Vehicle	169- Overhead Sign Support						
119	120	120	120	140- Unit, Vehicle	170- Other (Post, Pole, Support, Etc.)						
120	121	121	121	141- Unit, Vehicle	171- Other (Wall, Building, Tunnel, Etc.)						
121	122	122	122	142- Unit, Vehicle	172- Tree						
122	123	123	123	143- Unit, Vehicle	173- Utility Pole						
123	124	124	124	144- Unit, Vehicle	174- Work Zone Maint. Equipment						
124	125	125	125	145- Unit, Vehicle	175- Mail Box	88- Other					
125	126	126	126	146- Unit, Vehicle	176- Median Barrier	89- Unit.					
126	127	127	127	147- Unit, Vehicle	177- Overhead Sign Support						
127	128	128	128	148- Unit, Vehicle	178- Other (Post, Pole, Support, Etc.)						
128	129	129	129	149- Unit, Vehicle	179- Other (Wall, Building, Tunnel, Etc.)						
129	130	130	130	150- Unit, Vehicle	180- Tree						
130	131	131	131	151- Unit, Vehicle	181- Utility Pole						
131	132	132	132	152- Unit, Vehicle	182- Work Zone Maint. Equipment						
132	133	133	133	153- Unit, Vehicle	183- Mail Box	88- Other					
133	134	134	134	154- Unit, Vehicle	184- Median Barrier	89- Unit.					
134	135	135	135	155- Unit, Vehicle	185- Overhead Sign Support						
135	136	136	136	156- Unit, Vehicle	186- Other (Post, Pole, Support, Etc.)						
136	137	137	137	157- Unit, Vehicle	187- Other (Wall, Building, Tunnel, Etc.)						
137	138	138	138	158- Unit, Vehicle	188- Tree						
138	139	139	139	159- Unit, Vehicle	189- Utility Pole						
139	140	140	140	160- Unit, Vehicle	190- Work Zone Maint. Equipment						
140	141	141	141	161- Unit, Vehicle	191- Mail Box	88- Other					
141	142	142	142	162- Unit, Vehicle	192- Median Barrier	89- Unit.					
142	143	143	143	163- Unit, Vehicle	193- Overhead Sign Support						
143	144	144	144	164- Unit, Vehicle	194- Other (Post, Pole, Support, Etc.)						
144	145	145	145	165- Unit, Vehicle	195- Other (Wall, Building, Tunnel, Etc.)						
145	146	146	146	166- Unit, Vehicle	196- Tree						
146	147	147	147	167- Unit, Vehicle	197- Utility Pole						
147	148	148	148	168- Unit, Vehicle	198- Work Zone Maint. Equipment						
148	149	149	149	169- Unit, Vehicle	199- Mail Box	88- Other					
149	150	150	150	170- Unit, Vehicle	200- Median Barrier	89- Unit.					
150	151	151	151	171- Unit, Vehicle	201- Overhead Sign Support						
151	152	152	152	172- Unit, Vehicle	202- Other (Post, Pole, Support, Etc.)						
152	153	153	153	173- Unit, Vehicle	203- Other (Wall, Building, Tunnel, Etc.)						
153	154	154	154	174- Unit, Vehicle	204- Tree						
154	155	155	155	175- Unit, Vehicle	205- Utility Pole						
155	156	156	156	176- Unit, Vehicle	206- Work Zone Maint. Equipment						
156	157	157	157	177- Unit, Vehicle	207- Mail Box	88- Other					
157	158	158	158	178- Unit, Vehicle	208- Median Barrier	89- Unit.					
158	159	159									

ORIGINAL

NOTICE - THE TRIM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWN IDEA, OPINION AND BELIEF COVERING THE COLLISION. NO WARRANTY IS MADE AS TO THE ACTUAL ACCURACY THEREOF.

Investigating Officer's Name CHENIS R. IC Book # 706 Badge # 443 Date 3-21-2005 Reviewer's Name LESTER J. Internal Agency Code # 023179

ORIGINAL

D.P.S. USE ONLY

08031808

**South Carolina
Uniform Traffic Collision Report
(For Investigating Officers)**
Supplemental Bus & Truck Collision Report

Enclosed-Attach Copy of Original

Corrected

Page 3 of 3 Pages

Date	Time	County	Route Category	Collision Location (Route Number and Name if Any)	Auxiliary
3-2-2008	1245	42	1-Interstate 2-US Primary 3-SC Primary	4-Secondary 5-County ON 85	① Mainline ② Alternate ③ Spur ④ Connection ⑤ Business
				Access Control	
				1- No Access Control 2- Full Access Control 3- Partial Access Control	
				2	
SCREENING INFORMATION					
NUMBER OF QUALIFYING VEHICLES INVOLVED					
A Truck Having a GVWR of 10,001 lbs. or More For the Power Unit				1	
OR					
A Vehicle with a Hazardous Materials Placard					
OR					
A Bus That is Designed or Used to Carry 16 or More Persons, Including the Driver					
OR					
A Motor Vehicle Engaged in Interstate Commerce that is Designed or Used to Carry 9-15 Persons, Including the Driver, for Compensation					
Number of Persons Involved:					
Sustaining Fatal Injuries					
Transported for Immediate Medical Services					
Number of Vehicles Towed					
Towed From the Scene Due to Damage				1	
Do Not Complete This Form Unless: One or More Qualifying Vehicles was Involved - AND One or More Qualifying Injuries was Sustained - OR One or More Vehicles (not necessarily the truck or bus) Was Towed from the Scene					
Total Number of Supplemental Forms Required for this Collision : <u>1</u>					
Unit Number: <u>7</u> FR-10 Number <u>X12378</u>					
Carrier Information					
Name: <u>O New England Freight Motor Freight Inc</u>					
Address: <u>1-71 North Ave</u>					
City: <u>Elizabeth</u> State: <u>NJ</u> Zip: <u>07201</u>					
Business Phone Number: <u>717 385 6545</u>					
Identification Numbers					
U.S. DOT <u>0031120</u> None = 0 <u>0</u>					
ICC-MC <u>112107</u> State: <u> </u> Is this vehicle an (1) Interstate or a (2) Intrastate carrier? <u>1</u>					
State Number <u> </u>					
Was a Citation Issued to this Vehicle? <u>1- Yes 2- No 3- Pending</u>					
Investigator's Name <u>Owens- Q.I.C.</u> Date <u>7/10/08</u> Reviewer's Name <u>Testar-J.T.</u> Date <u>7/10/08</u>					
Hazardous Material Involvement					
Was This Vehicle Carrying Hazardous Materials? 1- Yes 2- No 3- Unknown/Hl and Run					
Did the Vehicle Have a Hazardous Material Placard? 1- Yes 2- No 3- Unknown/Hl and Run					
If "Yes", What Class of Hazardous Material (from placard/shipping papers)? 01- Class 1 (Explosives) 05- Class 6 (Poison/Infectious Substance) 02- Class 2 (Gases) 07- Class 7 (Radioactive) 03- Class 3 (Flammable Liquids) 08- Class 8 (Corrosives) 04- Class 4 (Flammable Solids) 09- Class 9 (Misc. Goods) 05- Class 5 (Oxidizing Substance) 10- No Placard 99- Other/Unknown/Hl and Run					
If "YES", enter 4 digit HAZMAT ID from placard/shipping papers					
Was Hazardous Material Released From This Vehicle's Cargo? 1- Yes 2- No 3- Unknown/Hl and Run					
Notification of Release:					

Mail FR-10 to: SC
Office of Financial
PO Box 1498, Bluff

Department of Motor Vehicles
Responsibility (803) 896-5000
Bluffwood, SC 29016

South Carolina Department of Motor Vehicles (DMV)

FR-10 (REV. 10/05)
NOTICE OF REQUIREMENT

Submit Electronically: Agents or Company
Representatives can submit your Insurance
Information at WWW.SC-ALIR.COM

Date:	Time:	County:	1-Interstate	4-Secondary	Collision Location (Rt. #/Name):	10-Main Imp.	8-Connection:	Miles:	Dir.:	In / Near City or Town of:
10-2005	12:45 PM	5	58	5	5-Spur	7-Business	40	E	S.W.	Spartanburg

To Vehicle
Owner/
Operator
Code of
Failure to return this form to the Department of Motor Vehicles within 15 days from the date of the collision could result in the suspension of your driver license and registration privileges pursuant to South Carolina Laws 56-9-351 and 56-10-530.

FR10 Audit No.

X- 81237

Driver/Pedestrian's Full Name:
Cynthia Patricia Hernandez

FR10 Audit No.

X- 812378

Driver/Pedestrian's Full Name:
Jaclyn Josephine Parkinson

Unit #	Sex	Race	Street:
			108 Kings Arms AT
State:	Driver's License #	Insurance Company:	City, State, & Zip:
SC	123456789	STATE FARM	WILMINGTON YORK PC 17402
Year:	Body:	Vehicle Make:	VIN #:
05	4DR	VEH	L1M2ZU36W53U500253
State:	Year:	License Plate #:	Owner's D.L. #:
SC	05	ARG5781	NPA
Home Telephone:	Owner's Full Name:		
(772) 542-7626	Cynthia A Hernandez		
Bus. Telephone:	Street:		
()	108 Kings Arms AT		
Contributed To Collision:	City, State, & Zip:		
Yes	(WILMINGTON YORK PC 17402)		
No			

Unit #	Sex	Race	Street:
			Kyra Blvd
State:	Driver's License #	Insurance Company:	City, State, & Zip:
SC	123456789	STATE FARM	New Bedford Rd 17068
Year:	Body:	Vehicle Make:	VIN #:
05	4DR	VEH	4VY4MC9G-HG6N4-4078
State:	Year:	License Plate #:	Owner's D.L. #:
SC	05	ARG5781	NPA
Home Telephone:	Owner's Full Name:		
(772) 542-5454	New Bedford Freight		
Bus. Telephone:	Street:		
(772) 542-5328	77 North Ave		
Contributed To Collision:	City, State, & Zip:		
Yes	(New Bedford Rd 17068)		
No			

FR10 Audit No.

X- 812379

Driver/Pedestrian's Full Name:

State:	Year:	License Plate #:	Owner's D.L. #:
Unit #	Sex	Race	Street:
			()
State:	Birth Date:	City, State, & Zip:	Bus. Telephone:
SC	()	()	()
Year:	Driver's License #	Insurance Company:	Contributed To Collision:
05	()	()	Yes No
Body:	Vehicle Make:	VIN #:	City, State, & Zip:
4DR	VEH	()	()
Automobile liability insurance information for Unit #:			
Company Name:	Area Code/Phone Number:	Company Name:	Area Code/Phone Number:
()	()	()	()
Agency Name:	Policy Number:	Agency Name:	Policy Number:
()	()	()	()

Notice of Requirement Accepted: _____ Signature: _____ Y-N Refused to Affix Signature? _____
Y-N Vehicle Subject to Registration in SC? _____

To Be Completed Below
form should not be mailed
Entered at WWW.SC-ALIR.COM By Insurance Company Representative. This
to DMV if insurance information has been submitted electronically.

Reference to Unit #: _____ I hereby affirm that to the best of my knowledge the vehicle described above
was insured by the below stated insurance company on the date of the collision.

Insurance Company: _____ Policy #: _____ Signature: _____ Title: _____
Beginning Date: _____ Ending Date: _____ Policy Holder: _____ NAIC# (Assigned by S.C. Dept. of Ins.) _____ Bus. Telephone: _____

Notice: If liability insurance was not in effect for your vehicle involved in the collision, The Department of Motor Vehicles could suspend your
driver license and registration privileges pursuant to South Carolina Code of Laws 56-9-351 and 56-10-530.

If any of the below are applicable, disregard the above portion.

Check here if a Form SR-23, Fleet Policy of 25 or more vehicles is on file with the Department of Motor Vehicles covering the vehicle.	Form FR-10 Not Issued: Section 56-10-520		
Check here if a certificate of self-insurance has been issued by the Department of Motor Vehicles covering the vehicle and indicate the certificate number: SR-23	No FR-10 Issued to Operator/ Owner of Unit #:		
Check here if liability insurance was not in effect to comply with South Carolina statutory requirements.	Summons Issued to:		
Signature _____ Date: _____	For operating or allowing the operation of an uninsured vehicle	Summons Number:	
		Signature _____	

Investigating Officer's Name: Owens R.K. Rank: 1st P Badge # 103 Date: 03-12-2003 Reviewer's Name: _____	Rank: _____ Internal Agency Code: _____
--	---

DRIVER / OWNER

EXHIBIT B

RECEIVED
PROTHONOTARY
OFFICE OF PROTHONOTARY
10 JUN -2 AM 11:21

COURTHOUSE
YORK, PA

Matthew S. Crosby, Esq.
I.D. # 69367

HANDLER, HENNING & ROSENBERG, LLP
1300 Linglestown Road, Suite 2
Harrisburg, PA 17110
Telephone: (717) 238-2000
Fax: (717) 233-3029
E-mail: crosby@hhrlaw.com

Attorneys for Plaintiffs

ROMULO HERNANDEZ and : **IN THE COURT OF COMMON PLEAS**
MARIA E. HERNANDEZ, his wife, : **YORK COUNTY, PENNSYLVANIA**
Plaintiffs :
v. : **NO. 2010 - SU - 001214 - 01**

JASON PERKINS, :
NEW ENGLAND MOTOR :
FREIGHT, INC., and CINDY : **CIVIL ACTION - LAW**
HERNANDEZ , :
Defendants :

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE OF THE
YORK COUNTY BAR ASSOCIATION
York County Bar Center
137 East Market St.
York, PA 17401
717-854-8755

HANDLER, HENNING & ROSENBERG, LLP
BY:
Matthew S. Crosby, Esq.

DATE: 6/2/2010

AVISO

USTED HA SIDO DEMANDADO EN LA CORTE. Si usted desea defenderse de las quejas expuestas en las paginas siguientes, debe tomar accion dentro de viente (20) dias a partir de la fecha en que recibio la demanda y el aviso. Usted debe presentar comparecencia escrita en persona o por abogado y presentar en la Corte por escrito sus defensas o sus objeciones a las demandas en su contra.

Se le avisa que si no se defiende, el caso puede proceder sin usted y la Corte puede decidir en su contra sin mas aviso o notificacion por cualquier dinero reclamado en la demanda o por cualquier otra queja o compensacion reclamados por el Demandante. **USTED PUEDE PERDER DINERO, O PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED.**

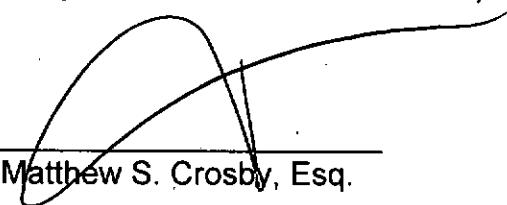
LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATEAMENTE. SI USTED NO TIENE O NO CONOCE UN ABOGADO, VAYA O LLAME A LA OFICINA EN LA DIRECCION ESCRITA ABAJO PARA AVERIGUAR DONDE PUEDE OBTENER ASISTENCIA LEGAL.

LAWYER REFERRAL SERVICE, YORK COUNTY BAR ASSOCIATION

York County Bar Center
137 East Market St.
York, PA 17401
717-854-8755

HANDLER, HENNING & ROSENBERG, LLP

BY:


Matthew S. Crosby, Esq.

DATE: 6/2/2010

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COURTHOUSE
YORK, PA

F:\WP Directories\STM\MVA\Hernandez, Romulo & Maria\Complaint_Hernandez.wpd
Matthew S. Crosby, Esquire

I.D. # 69367

HANDLER, HENNING & ROSENBERG, LLP
1300 Linglestown Road, Suite 2
Harrisburg, PA 17110
Telephone: (717) 238-2000
Fax: (717) 233-3029
E-mail: crosby@hhrlaw.com

Attorneys for Plaintiffs

**ROMULO HERNANDEZ and
MARIA E. HERNANDEZ, his wife,
Plaintiffs**

**IN THE COURT OF COMMON PLEAS
YORK COUNTY, PENNSYLVANIA**

v.

NO. 2010 - SU - 001214 - 01

**JASON PERKINS,
NEW ENGLAND MOTOR
FREIGHT, INC., and CINDY
HERNANDEZ**

Defendants

CIVIL ACTION - LAW

COMPLAINT

AND NOW come the Plaintiffs, Romulo and Maria E. Hernandez, by and through their attorneys, **HANDLER, HENNING & ROSENBERG, LLP**, by Matthew S. Crosby, Esquire, and make the within Complaint against the Defendants, Jason Perkins, New England Motor Freight, Inc., and Cindy Hernandez, and aver as follows:

1. Plaintiff, Romulo Hernandez, is an adult individual currently residing at 108 Kings Arms at Waterford, York, York County, Pennsylvania.
2. Plaintiff, Maria E. Hernandez, is an adult individual currently residing at 108

Kings Arms at Waterford, York, York County, Pennsylvania.

3. Defendant, Cindy Hernandez, is an adult individual currently residing at 108 Kings Arms at Waterford, York, York County, Pennsylvania.

4. Defendant, Jason Perkins, is an adult individual currently residing at 8 Kyra Boulevard, New Bloomfield, Perry County, Pennsylvania.

5. Defendant, New England Motor Freight, Inc., is a corporation organized and existing under the laws of New Jersey and having its registered address at I-71 North Avenue East, Elizabeth, Union County, New Jersey.

6. Plaintiff believes, and therefore avers, that Defendant, New England Motor Freight, Inc., maintains a terminal in Pennsylvania and regularly conducts business within the Commonwealth of Pennsylvania.

7. At all times material hereto, Defendant, Jason Perkins, was an agent, servant, and/or employee of Defendant, New England Motor Freight, Inc., and was acting within the scope of said employment.

8. At all times material hereto, Defendant, Jason Perkins, was the operator of a tractor trailer owned by his employer, Defendant, New England Motor Freight, Inc., and bearing New Jersey registration number AK659N (hereinafter, "Defendant's truck").

9. At all times material hereto, Defendant, Cindy Hernandez, was the operator of a 2003 Mercury Mountaineer, owned by Plaintiff, Romulo Hernandez, and bearing Pennsylvania registration number DHE9962 (hereinafter, "Plaintiff's vehicle").

10. At all times material hereto, Plaintiffs, Romulo and Maria E. Hernandez, were passengers in Plaintiff's vehicle.

11. At all times material hereto, Plaintiffs, Romulo and Maria E. Hernandez, were

insured under an automobile insurance policy with State Farm Mutual Auto Insurance Company and covered under the full tort option.

12. At all times material hereto, there were no adverse weather or road conditions.

13. On or about March 21, 2008, at approximately 12:45 p.m., Plaintiff's vehicle was traveling southbound in the left lane on I-85 in Spartanburg, South Carolina, passing Defendant's truck.

14. At about the same time and place, Defendant, Jason Perkins, was traveling southbound in the right lane on I-85 in Spartanburg, South Carolina.

15. Suddenly and without warning, Defendant, Jason Perkins, began to enter the left lane of southbound I-85, causing a collision between the two vehicles.

16. In the alternative, suddenly and without warning, Defendant, Cindy Hernandez, began to enter the right lane of southbound I-85, causing a collision between the two vehicles.

17. As a direct and proximate result of the negligence of Defendants, Cindy Hernandez, Jason Perkins, and New England Motor Freight, Inc., Plaintiffs, Romulo and Maria E. Hernandez, sustained damages as set forth more specifically below.

COUNT I - NEGLIGENCE
Romulo Hernandez v. Cindy Hernandez

18. All prior paragraphs are incorporated herein as if set forth fully below.

19. The occurrence of the aforementioned collision and all the resultant injuries to Plaintiff, Romulo Hernandez, are the direct and proximate result of the negligence of Defendant, Cindy Hernandez, generally and more specifically, as set forth below:

- (a) In failing to exercise reasonable care in the operation of Plaintiff's vehicle for the safety of a guest passenger;
- (b) In failing to maintain proper and adequate observation of the traffic and road conditions then and there existing;
- (c) In operating Plaintiff's vehicle in careless disregard for the safety of persons or property;
- (d) In failing to be continuously alert and in failing to have Plaintiff's vehicle under such control that injury to persons or property could be avoided;
- (e) In disregarding the speed of vehicles, the condition of the highway, and the traffic upon the highway;
- (f) In failing to pass promptly and safely, while exercising proper caution, which the physical demand of lawful traffic on Interstate 85 demanded;
- (g) In failing to maintain proper and adequate observation of the existing traffic conditions while ascertaining if the changing of lanes could be completed safely;
- (h) In attempting to change lanes without properly observing the traffic in the adjacent lane;
- (i) In failing to keep a reasonable lookout for vehicles lawfully traveling in the right travel lane of Interstate 85;
- (j) In failing to activate her turn signal prior to attempting a lane change;
- (k) In failing to stay within the clearly marked land of travel;

- (l) In operating a motor vehicle at a speed in excess of the posted speed limit; and
- (m) In driving Plaintiff's vehicle upon the highway in a manner endangering persons and property and in a manner with careless disregard to the rights and safety of others.

20. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has suffered serious injuries, including, but not limited to, injured to his left knee, neck, chest, head, wrist, and left hand, as well as permanent scarring.

21. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has suffered lost wages and will in the future continue to suffer a loss of income.

22. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has suffered physical pain, discomfort, and mental anguish, and he will continue to endure the same for an indefinite period of time in the future, to his physical, emotional, and financial detriment and loss.

23. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has been compelled, in order to effect a cure for the aforesaid injuries, to spend money for medicine and/or medical attention, and he will be required to spend money for the same purposes in the future, to his detriment and loss.

24. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has suffered a loss of life's pleasures, and he will continue to suffer the same in the future, to his detriment and loss.

25. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has been, and will in the future be, hindered from attending to his daily duties, to his detriment, loss, humiliation, and embarrassment.

26. Plaintiff, Romulo Hernandez, believes and, therefore, avers that his injuries are permanent in nature and have resulted in a serious impairment of his bodily functions and permanent disfigurement.

27. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, sustained property damage to his vehicle that has required that Plaintiff, and/or will require Plaintiff in the future, to spend money for repairs and/or replacement.

WHEREFORE, Plaintiff, Romulo Hernandez, seeks damages from Defendant, Cindy Hernandez, in an amount in excess of the compulsory arbitration limits of York County.

COUNT II - NEGLIGENCE
Romulo Hernandez v. Jason Perkins

28. All prior paragraphs are incorporated herein as if set forth fully below.
29. The occurrence of the aforementioned collision and the resultant injuries to Plaintiff, Romulo Hernandez, were caused directly and proximately by the negligence of Defendant, Jason Perkins, generally and more specifically as set forth below:

- (a) In failing to operate Defendant's truck under proper and adequate control so that he could have moved from one lane of traffic to another with reasonable safety;
- (b) In disregarding the speed of vehicles, the condition of the highway, and the traffic upon the highway;

- (c) In failing to maintain proper and adequate observation of the existing traffic conditions while ascertaining if the changing of lanes could be completed safely;
- (d) In driving in a careless manner by disregarding the safety of other drivers when switching lanes without observing the traffic in the adjacent lane;
- (e) In failing to keep a reasonable lookout for vehicles lawfully traveling in the left travel lane of Interstate 85;
- (f) In operating Defendant's vehicle at an excessive rate of speed under the circumstances;
- (g) In operating Defendant's vehicle while fatigued;
- (h) In operating Defendant's vehicle in excess of the hours allowed for operating such a vehicle under federal law;
- (i) In failing to activate his turn signal prior to attempting to switch lanes; and
- (j) In failing to be continuously alert, in failing to perceive any warning of danger that was reasonably likely to exist, and in failing to have Defendant's truck under such control that injury to persons or property could be avoided.

30. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has suffered serious injuries, including, but not limited to, injured to his left knee, neck, chest, head, wrist, and left hand, as well as permanent scarring.

31. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, has suffered lost wages and will in the future continue to suffer a loss of income.

32. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, has suffered physical pain, discomfort, and mental anguish, and he will continue to endure the same for an indefinite period of time in the future, to his physical, emotional, and financial detriment and loss.

33. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, has been compelled, in order to effect a cure for the aforesaid injuries, to spend money for medicine and/or medical attention, and he will be required to spend money for the same purposes in the future, to his detriment and loss.

34. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, has suffered a loss of life's pleasures, and he will continue to suffer the same in the future, to his detriment and loss.

35. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, has been, and will in the future be, hindered from attending to his daily duties, to his detriment, loss, humiliation, and embarrassment.

36. Plaintiff, Romulo Hernandez, believes and, therefore, avers that his injuries are permanent in nature and have resulted in a serious impairment of his bodily functions and permanent disfigurement.

37. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, sustained property damage to his vehicle that has required that Plaintiff, and/or will require Plaintiff in the future, to spend money for repairs

and/or replacement.

WHEREFORE, Plaintiff, Romulo Hernandez, seeks damages from Defendant, Jason Perkins, in an amount in excess of the compulsory arbitration limits of York County, exclusive of interest and costs.

COUNT III - RESPONDEAT SUPERIOR / NEGLIGENCE
Romulo Hernandez v. New England Motor Freight, Inc.

38. All prior paragraphs are incorporated herein as if set forth fully below.
39. At all times material to this action, Defendant, Jason Perkins, was an agent, servant, and/or employee of Defendant, New England Motor Freight, Inc.
40. The occurrence of the aforementioned collision and the resultant injuries to Plaintiff, Romulo Hernandez, are the direct and proximate result of the negligence and/or carelessness of Defendant, Jason Perkins.
41. The aforementioned negligent and/or careless conduct of Defendant, Jason Perkins, occurred while acting in, and upon, the business of Defendant, New England Motor Freight, Inc., and within the course and scope of his employment with said Defendant.
42. Defendant, New England Motor Freight, Inc., is vicariously liable for the acting of its employee, servant, and/or agent, Defendant, Jason Perkins.
43. Defendant, New England Motor Freight, Inc., was negligent in failing to supervise and/or train Defendant Perkins in the safe operation of tractor-trailer vehicles and/or allowing Defendant Perkins to operate Defendant's vehicle when it knew, or should have known, that he was in violation of hours allowed to be driven under federal law and/or in allowing Defendant Perkins to operate said vehicle while fatigued and/or in allowing

Defendant Perkins to operated said vehicle when it knew or should have known that he was a dangerous, careless, and/or irresponsible driver.

44. Paragraphs 28 through 37 of this Complaint are specifically incorporated herein by reference and made a part hereof, as if set forth in full.

WHEREFORE, Plaintiff, Romulo Hernandez, seeks damages from Defendant, New England Motor Freight, Inc., in an amount in excess of the compulsory arbitration limits of York County, exclusive of interest and costs.

COUNT IV - LOSS OF CONSORTIUM
Maria E. Hernandez v. Cindy Hernandez

45. All prior paragraphs are incorporated herein as if set forth fully below.

46. At all times material to this action, Plaintiffs, Romulo Hernandez and Maria E. Hernandez, were lawfully married.

47. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has suffered a loss of consortium, society, and comfort from her husband, Romulo Hernandez, and she will continue to suffer a similar loss in the future.

48. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has been compelled, in order to effect a cure for her husband's injuries, to spend money for medicine and medical attention and will be required to spend money for the same purposes in the future, to her detriment and loss.

WHEREFORE, Plaintiff, Maria E. Hernandez, seeks damages from Defendant, Cindy Hernandez, in an amount in excess of the compulsory arbitration limits of York County exclusive of interest and costs.

COUNT V - LOSS OF CONSORTIUM
Maria E. Hernandez v. Jason Perkins

49. All prior paragraphs are incorporated herein as if set forth fully below.
50. At all times material to this action, Plaintiffs, Romulo Hernandez and Maria E. Hernandez, were lawfully married.
51. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Maria E. Hernandez, has suffered a loss of consortium, society, and comfort from her husband, Romulo Hernandez, and she will continue to suffer a similar loss in the future.

52. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Maria E. Hernandez, has been compelled, in order to effect a cure for her husband's injuries, to spend money for medicine and medical attention and will be required to spend money for the same purposes in the future, to her detriment and loss.

WHEREFORE, Plaintiff, Maria E. Hernandez, seeks damages from Defendant, Jason Perkins, in an amount in excess of the compulsory arbitration limits of York County exclusive of interest and costs.

COUNT VI - LOSS OF CONSORTIUM
Maria E. Hernandez v. New England Motor Freight, Inc.

53. All prior paragraphs are incorporated herein as if set forth fully below.
54. At all times material to this action, Plaintiffs, Romulo Hernandez and Maria E. Hernandez, were lawfully married.
55. As a direct and proximate result of the negligence of Defendant, New England Motor Freight, Inc., Plaintiff, Maria E. Hernandez, has suffered a loss of

consortium, society, and comfort from her husband, Romulo Hernandez, and she will continue to suffer a similar loss in the future.

56. As a direct and proximate result of the negligence of Defendant, New England Motor Freight, Inc., Plaintiff, Maria E. Hernandez, has been compelled, in order to effect a cure for her husband's injuries, to spend money for medicine and medical attention and will be required to spend money for the same purposes in the future, to her detriment and loss.

WHEREFORE, Plaintiff, Maria E. Hernandez, seeks damages from Defendant, New England Motor Freight, Inc., in an amount in excess of the compulsory arbitration limits of York County exclusive of interest and costs.

COUNT VII - NEGLIGENCE
Maria E. Hernandez v. Cindy Hernandez

57. All prior paragraphs are incorporated herein as if set forth fully below.

58. The occurrence of the aforementioned collision and all the resultant injuries to Plaintiff, Maria E. Hernandez, are the direct and proximate result of the negligence of Defendant, Cindy Hernandez, generally and more specifically, as set forth below:

- (a) In failing to exercise reasonable care in the operation of Plaintiff's vehicle for the safety of a guest passenger;
- (b) In failing to maintain proper and adequate observation of the traffic and road conditions then and there existing;
- (c) In operating Plaintiff's vehicle in careless disregard for the safety of persons or property;
- (d) In failing to be continuously alert and in failing to have Plaintiff's

vehicle under such control that injury to persons or property could be avoided;

- (e) In disregarding the speed of vehicles, the condition of the highway, and the traffic upon the highway;
- (f) In failing to pass promptly and safely, while exercising proper caution, which the physical demand of lawful traffic on Interstate 85 demanded;
- (g) In failing to maintain proper and adequate observation of the existing traffic conditions while ascertaining if the changing of lanes could be completed safely;
- (h) In attempting to change lanes without properly observing the traffic in the adjacent lane;
- (i) In failing to keep a reasonable lookout for vehicles lawfully traveling in the right travel lane of Interstate 85;
- (j) In failing to activate her turn signal prior to attempting a lane change;
- (k) In failing to stay within the clearly marked land of travel;
- (l) In operating a motor vehicle at a speed in excess of the posted speed limit; and
- (m) In driving Plaintiff's vehicle upon the highway in a manner endangering persons and property and in a manner with careless disregard to the rights and safety of others.

59. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has suffered injuries, including, but not limited

to, injuries to her neck and head.

60. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has suffered physical pain, discomfort, and mental anguish, and she will continue to endure the same for an indefinite period of time in the future, to her physical, emotional, and financial detriment and loss.

61. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has been compelled, in order to effect a cure for the aforesaid injuries, to spend money for medicine and/or medical attention, and she will be required to spend money for the same purposes in the future, to her detriment and loss.

62. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has suffered a loss of life's pleasures, and she will continue to suffer the same in the future, to her detriment and loss.

63. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has been, and will in the future be, hindered from attending to her daily duties, to her detriment and loss.

WHEREFORE, Plaintiff, Maria E. Hernandez, seeks damages from Defendant, Cindy Hernandez, in an amount in excess of the compulsory arbitration limits of York County.

COUNT VIII - NEGLIGENCE
Maria E. Hernandez v. Jason Perkins

64. All prior paragraphs are incorporated herein as if set forth fully below.

65. The occurrence of the aforementioned collision and the resultant injuries to Plaintiff, Maria E. Hernandez, were caused directly and proximately by the negligence of

Defendant, Jason Perkins, generally and more specifically as set forth below:

- (a) In failing to operate Defendant's truck under proper and adequate control so that he could have moved from one lane of traffic to another with reasonable safety;
- (b) In disregarding the speed of vehicles, the condition of the highway, and the traffic upon the highway;
- (c) In failing to maintain proper and adequate observation of the existing traffic conditions while ascertaining if the changing of lanes could be completed safely;
- (d) In driving in a careless manner by disregarding the safety of other drivers when switching lanes without observing the traffic in the adjacent lane;
- (e) In failing to keep a reasonable lookout for vehicles lawfully traveling in the left travel lane of Interstate 85;
- (f) In operating Defendant's vehicle at an excessive rate of speed under the circumstances;
- (g) In operating Defendant's vehicle while fatigued;
- (h) In operating Defendant's vehicle in excess of the hours allowed for operating such a vehicle under federal law;
- (i) In failing to activate his turn signal prior to attempting to switch lanes; and
- (j) In failing to be continuously alert, in failing to perceive any warning of danger that was reasonably likely to exist, and in failing to have

Defendant's truck under such control that injury to persons or property could be avoided.

66. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Maria E. Hernandez, has suffered injuries, including, but not limited to, injuries to her neck and head.

67. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has suffered physical pain, discomfort, and mental anguish, and she will continue to endure the same for an indefinite period of time in the future, to her physical, emotional, and financial detriment and loss.

68. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has been compelled, in order to effect a cure for the aforesaid injuries, to spend money for medicine and/or medical attention, and she will be required to spend money for the same purposes in the future, to her detriment and loss.

69. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has suffered a loss of life's pleasures, and she will continue to suffer the same in the future, to her detriment and loss.

70. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Maria E. Hernandez, has been, and will in the future be, hindered from attending to her daily duties, to her detriment, loss, humiliation, and embarrassment.

WHEREFORE, Plaintiff, Maria E. Hernandez, seeks damages from Defendant, Jason Perkins, in an amount in excess of the compulsory arbitration limits of York County, exclusive of interest and costs.

COUNT IX - RESPONDEAT SUPERIOR / NEGLIGENCE
Maria E. Hernandez v. New England Motor Freight, Inc.

71. All prior paragraphs are incorporated herein as if set forth fully below.
72. At all times material to this action, Defendant, Jason Perkins, was an agent, servant, and/or employee of Defendant, New England Motor Freight, Inc.
73. The occurrence of the aforementioned collision and the resultant injuries to Plaintiff, Maria E. Hernandez, are the direct and proximate result of the negligence and/or carelessness of Defendant, Jason Perkins.
74. The aforementioned negligent and/or careless conduct of Defendant, Jason Perkins, occurred while acting in, and upon, the business of Defendant, New England Motor Freight, Inc., and within the course and scope of his employment with said Defendant.
75. Defendant, New England Motor Freight, Inc., is vicariously liable for the acting of its employee, servant, and/or agent, Defendant, Jason Perkins.
76. Defendant, New England Motor Freight, Inc., was negligent in failing to supervise and/or train Defendant Perkins in the safe operation of tractor-trailer vehicles and/or allowing Defendant Perkins to operate Defendant's vehicle when it knew, or should have known, that he was in violation of hours allowed to be driven under federal law and/or in allowing Defendant Perkins to operate said vehicle while fatigued and/or in allowing Defendant Perkins to operated said vehicle when it knew or should have known that he was a dangerous, careless, and/or irresponsible driver.
77. Paragraphs 64 through 70 of this Complaint are specifically incorporated herein by reference and made a part hereof, as if set forth in full.

WHEREFORE, Plaintiff, Maria E. Hernandez, seeks damages from Defendant, New England Motor Freight, Inc., in an amount in excess of the compulsory arbitration limits of York County, exclusive of interest and costs.

COUNT X - LOSS OF CONSORTIUM
Romulo Hernandez v. Cindy Hernandez

78. All prior paragraphs are incorporated herein as if set forth fully below.
79. At all times material to this action, Plaintiffs, Romulo Hernandez and Maria E. Hernandez, were lawfully married.
80. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has suffered a loss of consortium, society, and comfort from his wife, Maria E. Hernandez, and he will continue to suffer a similar loss in the future.
81. As a direct and proximate result of the negligence of Defendant, Cindy Hernandez, Plaintiff, Romulo Hernandez, has been compelled, in order to effect a cure for his wife's injuries, to spend money for medicine and medical attention and will be required to spend money for the same purposes in the future, to his detriment and loss.

WHEREFORE, Plaintiff, Romulo Hernandez, seeks damages from Defendant, Cindy Hernandez, in an amount in excess of the compulsory arbitration limits of York County exclusive of interest and costs.

COUNT XI - LOSS OF CONSORTIUM
Romulo Hernandez v. Jason Perkins

82. All prior paragraphs are incorporated herein as if set forth fully below.
83. At all times material to this action, Plaintiffs, Romulo Hernandez and Maria

E. Hernandez, were lawfully married.

84. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, suffered a loss of consortium, society, and comfort from his wife, Maria E. Hernandez, and he will continue to suffer a similar loss in the future.

85. As a direct and proximate result of the negligence of Defendant, Jason Perkins, Plaintiff, Romulo Hernandez, has been compelled, in order to effect a cure for his wife's injuries, to spend money for medicine and medical attention and will be required to spend money for the same purposes in the future, to his detriment and loss.

WHEREFORE, Plaintiff, Romulo Hernandez, seeks damages from Defendant, Jason Perkins, in an amount in excess of the compulsory arbitration limits of York County exclusive of interest and costs.

COUNT XII - LOSS OF CONSORTIUM
Romulo Hernandez v. New England Motor Freight, Inc.

86. All prior paragraphs are incorporated herein as if set forth fully below.

87. At all times material to this action, Plaintiffs, Romulo Hernandez and Maria E. Hernandez, were lawfully married.

88. As a direct and proximate result of the negligence of Defendant, New England Motor Freight, Inc., Plaintiff, Romulo Hernandez, has suffered a loss of consortium, society, and comfort from his wife, Maria E. Hernandez, and he will continue to suffer a similar loss in the future.

89. As a direct and proximate result of the negligence of Defendant, New England Motor Freight, Inc., Plaintiff, Romulo Hernandez, has been compelled, in order to effect a cure for his wife's injuries, to spend money for medicine and medical attention and

will be required to spend money for the same purposes in the future, to his detriment and loss.

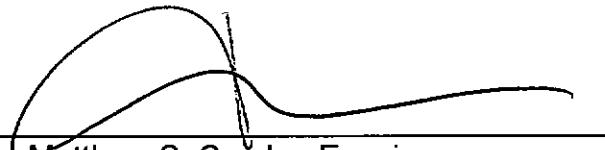
WHEREFORE, Plaintiff, Romulo Hernandez, seeks damages from Defendant, New England Motor Freight, Inc., in an amount in excess of the compulsory arbitration limits of York County exclusive of interest and costs.

Respectfully submitted,

HANDLER, HENNING & ROSENBERG, LLP

Date: 6/2/2010

By:



Matthew S. Crosby, Esquire

I.D. # 69367

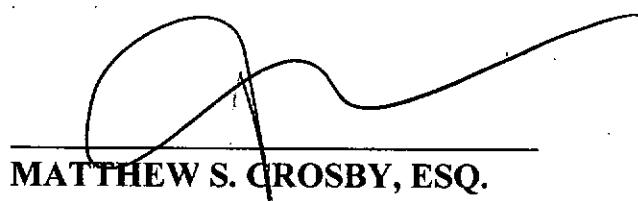
1300 Linglestown Road, Suite 2

Harrisburg, PA 17110

Attorneys for Plaintiffs

VERIFICATION
PURSUANT TO Pa. R.C.P. No. 1024(c)

MATTHEW S. CROSBY, ESQ. states that he is the attorney for the party(ies) filing the foregoing document; that he makes this Complaint as an attorney and verifies that it is correct and accurate to the best of his knowledge, information and belief and that this statement is made subject to the penalties of 18 Pa. C.S.A., Section 4904 relating to unsworn falsification to authorities.



A handwritten signature in black ink, appearing to read "MATTHEW S. CROSBY, ESQ.", is written over a horizontal line. The signature is fluid and cursive, with a large loop at the beginning and a smaller loop at the end.

DATE: 6/2/2010

Matthew S. Crosby, Esquire

I.D. # 69367

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1300 Linglestown Road, Suite 2
Harrisburg, PA 17110

Telephone: (717) 238-2000

Fax: (717) 233-3029

E-mail: crosby@hhrlaw.com

Attorneys for Plaintiffs

**ROMULO HERNANDEZ and
MARIA E. HERNANDEZ, his wife,
Plaintiffs**

**IN THE COURT OF COMMON PLEAS
YORK COUNTY, PENNSYLVANIA**

v.

NO. 2010 - SU - 001214 - 01

**JASON PERKINS,
NEW ENGLAND MOTOR
FREIGHT, INC., and CINDY
HERNANDEZ**

CIVIL ACTION - LAW

Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Plaintiffs' First Sets of Interrogatories Directed to Defendants and the Plaintiffs' Requests for Production of Documents Directed to Defendants were served on the following Defendants by sending a copy of the same to the Defendants' counsel of record:

Kevin Canavan, Esq.
Swartz, Campbell LLC
50 South 16th St.
28th Floor
Philadelphia, PA 19102
(counsel for Defendants, New England Motor Freight, Inc. and Jason J. Perkins)

George H. Eager, Esq.
EAGER, SPINELLO, QUINN & STENGEL
1347 Fruitville Pike
Lancaster, PA 17601
(counsel for Defendant, Cindy Hernandez)

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YORK, PA

all by United States first-class mail in Harrisburg, Pennsylvania on June 2, 2010.

HANDLER, HENNING & ROSENBERG, LLP

By _____

Matthew S. Crosby, Esq.

Attorneys for Plaintiffs

EXHIBIT C

ROMULO HERNANDEZ :
and MARIA E. HERNANDEZ :

Plaintiffs : COURT OF COMMON PLEAS
v. : OF YORK COUNTY, PA

JASON JOSEPH PERKINS, : No. 2010-SU-001214-01
NEW ENGLAD MOTOR FREIGHT, INC. :
and CINDY HERNANDEZ :

Defendants :

MEMORANDUM OF SETTLEMENT

After mediation held this 21st day of May, 2019 before Judge Thomas A. Wallitsch, the parties have agreed to a full and final settlement of the within matter as follows:

1. Plaintiffs will accept and Defendants will pay the sum of \$130,000.00.
2. Plaintiffs will sign a general release satisfactory to all parties.
3. Payment shall be made to Plaintiffs within thirty days after delivery of said signed release and approval of the Bankruptcy Court.

By: R-Hernandez
Romulo Hernandez

By: Kevin Canavan
Kevin Canavan, Esquire
-on behalf of Defendants

By: Maria Hernandez
Maria E. Hernandez

By: Matthew Crosby, Esquire